

REMARKS

Claims 1-64 were pending in the application upon mailing of the final Office Action. In this reply, claims 1, 5, 8-17, 28, 31-40, 47, 50-59, and 63 are canceled. Claims 2-4, 6-7, 18 22-27, 41-46, 48-49, 60-62, and 64 are amended. Claims 19-21 are unchanged.

1. Amberden Fails to Disclose Claim 21, Featuring Automatic Router Event Subscription, and all Claims that Depend From Claims 21

a. Overview of Claim 21

The amendments herein are presented to focus the case and reduce the number of issues for resolution. As amended, claim 21 is the broadest main independent claim and the focus of the remarks herein.

Claim 21 presents a solution to a problem arising in network management. A packet-switched network comprising routers and switches may interact with a network management system that manages information representing the routers and switches. For administrative convenience, the routers can be categorized in named groups. Further, certain routers or switches can subscribe to events that are published on a software event bus by other routers and switches. However, in a large network, keeping track of which routers and switches have been subscribed to various events can be difficult. Claim 21 provides a way to automatically subscribe a first router to events of interest, when the first router is in the same group as a second router that is already subscribed.

b. The Office Action's Comparison of Claim 21 to Amberden is Wrong

The Office Action contends that Claim 21 is anticipated by Amberden under 35 U.S.C. 102(a). A proper anticipation rejection must show that each and every element, step or limitation of a claim is found in a single reference, in the same combination as claimed. *Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628 (Fed Cir.), *cert. Den.* 484 U.S. 827 (1987).

While the Office Action cites a paragraph of Amberden for each step and limitation of Claim 21, the citations are manifestly incorrect. The Applicant is aware that the Office adheres to a policy of interpreting claim terms as broadly as is reasonable. However, this policy and the overwhelming body of case law do not permit the Office to ignore express terms of a claim, or to re-cast the claim in terms selected by the Office and then examine the re-cast claim. A reference is not made of clay that can be stretched and molded into whatever the Office wants the reference to say, in the guise of "interpreting" the reference and claims in "broad" terms.

Docket No.: 50325-0509

Yet the Office Action does exactly that. The paragraphs of Amberden cited in the Office Action do not use concrete, specific terms of the claim such as “router,” “event bus,” “logical group of which a router is a member,” and “subject list.” The cited paragraphs do not address the same problem domain. Amberden is not even from the same technical field, network management. The Office Action repeatedly says that something in Amberden is “the same as” something in the claims, but the Office Action uses the term “same” in the sense of “similar,” rather than “identical.” An anticipation rejection requires *identity*; thus, a reference that “almost” discloses what is claimed is legally insufficient to support a 102 rejection. *See In re Paulsen*, 30 F.3d 1475, 1478-79, 31 USPQ2d 1671, 1673 (Fed. Cir. 1994).

The rejection of Claim 21 founded on Amberden, as stated in the present Office Action, glosses over specific terms recited in the claim and relies on an over-reaching reading of Amberden that is unfair to the Applicant and that mocks the requirements of the statute, rules and case law.

i. Mapping of Routers to Groups and Group to Events. Claim 21 recites “creating and storing a mapping that associates a plurality of routers with the logical group and that associates the logical group with one or more events that can pass over an event bus to which the router communicates.” The Office Action contends that this feature is shown in Amberden at p. 5, [0066]. This is incorrect. [0066] describes storing file data and database data, and indexing the data according to a class and types. The claim does not recite storing and indexing data generically. The claim recites a mapping that associates routers to a group and the group to events on an event bus. To support a 102 rejection, the Office Action must show that the reference has exactly what is claimed, not a generic reference to indexing data. If the law allowed the latter, no software patent using a mapping would ever issue, which is an absurd result.

The Applicant has previously pointed out that Amberden lacks the recited mapping. The response of the Office Action, at pp. 11-14 of the Office Action, does not contest this point. Since the Office has made no showing the Amberden discloses the specific mapping recited in Claim 21, the 102 rejection is unsupported, and Claim 21 should be allowed.

The responsive argument of the Office Action at pp. 11-12, paragraph 48, pertaining to “logical groups,” is incorrect and immaterial. The argument is incorrect with respect to Claim 21, because the claim recites routers and not network computers. It is immaterial because Amberden lacks the mapping recited in Claim 21. Whether Amberden has some form of groups is

unimportant because Claim 21 does not claim groups alone, but a particular kind of mapping. Moreover, [0043]-[0044] of Amberden merely say that the Amberden “data repository portal” can run on a computer; there is no teaching that computers are placed in logical groups for management.

ii. **Event Bus to which Router Communicates.** Claim 21 recites “an event bus to which the router communicates.” In responsive argument, the Office Action contends at pp. 13, paragraph 51, that Amberden describes an event bus in the form of a hardware bus on the motherboard of the portal/gateway, or does not describe an event bus but must have one. This is incorrect and represents an interpretation of Amberden that is over-broad to the point of unfairness. The term “event bus” has a well-understood specific meaning in the network management field. It refers to a software middleware component and not a hardware bus. The specification identifies such event bus examples clearly (e.g., pp. 1, 6). To contend that a signal on a hardware bus in a server is the same as an event published by a router to an event bus to which the router subscribes, as claimed, is to adopt an interpretation that no reasonable person of skill in the art would adopt based on the totality of Applicant’s disclosure. It also completely ignores the well-established principle of claim interpretation that claims are interpreted in light of the specification.

iii. **Subscribe Request with Router Identifier and Event Identifier.** Claim 21 recites “receiving a subscribe request from the router that includes a router identifier that uniquely identifies the router and an event identifier.” The Office Action contends that Amberden discloses such a feature at pp. 7-8, [0143], [0148], [0153], [0155]. This is incorrect. [0143] describes a repository API, a repository database, and a file repository; it contains nothing about a request and indeed not a single word corresponding to terms of the claimed step. [0148] describes a database schema. [0153] refers to a stream identification number, but this number merely identifies a stream record or entry and does not identify a router or an event; it also is not used in an event subscription request. [0155] describes an “Ownership Group” that contains various other ID fields that do not relate to routers or events and are not used in event subscription requests.

In responsive remarks, the Office Action contends, at pp. 13, paragraph 52, that owner IDs in tables 2.7, 3.1 correspond to device identifiers. This is incorrect and immaterial. It is incorrect because the “streams” of Amberden cannot be analogized, at least not with any intellectual honesty at all, to devices in a packet-switched network. Streams, for Amberden,

Docket No.: 50325-0509

represent an association of file references and data references for files and data in a repository, Web access to which is regulated by the Amberden system (see FIG. 6). Further, the “owner” of a stream is a user who created the data in the repository. The only characteristic shared by a router identifier and event identifier as claimed, and the owner ID of Amberden, is that they are unique identifiers of *something*; but that similarity alone is insufficient for Amberden to teach *the claimed step* or the *claimed invention as a whole*. The contention of the Office Action is immaterial because the claim recites an event subscription request that contains a router identifier and event identifier, and the cited tables do not involve an event subscription request. The details of the claim cannot be “read into” Amberden.

iv. Looking Up the Router ID and Event ID in the Mapping. Claim 21 recites “looking up the router identifier and the event identifier in the mapping.” The Office Action contends that Amberden shows this step at p. 11, [0213]. This is incorrect. [0213] describes alleged advantages of the Amberden system such as simplicity. No look-up step is described. No mapping is referenced.

v. Receiving a Subject List of Subjects for the Router. Claim 21 recites “receiving a subject list in response thereto, wherein the subject list identifies all subjects to which the router should subscribe.” The Office Action contends that Amberden shows this step at p. 11, [0213], [0214]. This is incorrect. [0213] describes alleged advantages of the Amberden system such as simplicity. [0214] states how repository APIs supposedly simplify access to streams for search and retrieval. No look-up step is described. No mapping of the type claimed is referenced.

vi. Sending Information to Event Bus for Subscribing the Router. Claim 21 recites “sending information to the event bus that requests the event bus to subscribe the router to all events in the subject list.” Thus, in an embodiment, a router that is in a group, but not subscribed to all events associated with the group, is automatically subscribed to those events. The Office Action contends that Amberden shows this step at p. 11, [0213], [0214], [0227]. This is incorrect. [0213] describes alleged advantages of the Amberden system such as simplicity. [0214] states how repository APIs supposedly simplify access to streams for search and retrieval. [0227] defines a portal in the terms of Amberden. No look-up step is described. No mapping of the type claimed is referenced.

The Office Action cannot reasonably contend that any of the foregoing specific claimed steps are found in the cited parts of Amberden, or anywhere else. For at least all of the foregoing
Docket No.: 50325-0509

reasons, a 102 anticipation rejection of Amberden is unsupported. Reconsideration and allowance of claim 21 are respectfully requested.

c. The Dependent Claims Are Allowable

Claims 2-4, 6-7, and 18 have been amended to depend from Claim 21. By virtue of dependency, Claims 2-4, 6-7, and 18 include each any every step, feature and limitation of Claim 21. Therefore, Claims 2-4, 6-7, and 18 are allowable for the same reasons set forth above with respect to Claim 21.

Claims 22-27, 41-46, 48-49, 60-62 are amended to recite subject matter that corresponds to Claim 21, but in alternative preamble form including computer-readable medium form and apparatus form. Thus, the substantive scope of Claims 22-27, 41-46, 48-49, 60-62 corresponds to Claims 21, 2-4, 6-7, and 18. Accordingly, Claims 22-27, 41-46, 48-49, 60-62 are allowable for the same reasons given above for Claims 21, 2-4, 6-7, and 18.

2. Amberden Fails to Disclose Claim 64, Featuring a Mapping Runtime Service

Claim 64 recites a mapping service runtime comprising an API that includes an attach operation that allows a client application program to open a persistent connection to the mapping service runtime; the attach operation receives a parameter and an application context that is used to determine what is available to the client application. The Office Action contends, at p. 28 that Amberden p. 3, [0049] discloses this operation. This is incorrect. The cited paragraph only describes a connection between repository databases. There is no connection of a client to a mapping service runtime. There is no description of using an application context to determine what services are available to the client.

Claim 64 further recites “a detach operation that tears down the persistent connection created by the attach operation.” The Office Action contends that Amberden p. 11 [0210] shows this feature. This is incorrect. [0210] describes use of a desktop version of the Amberden repository system. The cited paragraph only describes disconnection of users from the internet. It does not say that Amberden provides a detach operation as claimed.

Claim 64 further recites “an open operation that creates one or more non-persistent channels within the connection that is created by the attach operation.” The Office Action contends that Amberden shows this feature at p. 8, [0160]. This is incorrect. [0160] mentions an “open context” that “sets visibility to an entire organization.” There is no description of a channel within a connection.

For these features of Claim 64, the Office Action appears to rely on finding the keywords “connection,” “disconnected,” and “open” in Amberden. This is an over-broad reading of Amberden that ignores all the other terms of the claim. Such a rationale cannot support an anticipation rejection, in which the reference must show every claimed step, element, or imitation.

Claim 64 further recites “a close operation that terminates the one or more non-persistent channels that are created by the open operation.” The Office Action relies on Amberden p. 11, [0210]. This is incorrect. [0210] describes use of a desktop version of the Amberden repository system. The cited paragraph only describes disconnection of users from the internet. It does not say that Amberden provides a close operation as claimed.

Claim 64 recites “a resolve operation that returns to the client a set of events ...” The Office Action relies on Amberden p. 7, [0144]. This is incorrect. [0144] describes repository APIs. There is no resolve operation. There is no operation that returns events to the client. Moreover, the Office Action entirely ignores the rest of the claim step, which recites that the events are publish events and subscribe events. Amberden has no disclosure of publish events or subscribe events whatsoever, because Amberden does not describe any form of event bus or event service.

The remaining rationale of the Office Action with respect to the other features Claim 64 is incorrect for the same reasons given above with respect to Claim 21. The tables of Amberden pp. 13-17, [0047], and FIG. 12 do not support the rationale. Where, in FIG. 12, is a description of the client receiving all events for a logical group that includes the client, without the client storing a list of the groups and without knowing what events are pertinent? There is no such description.

3. The Section 103 Rejections Are Moot

At pp. 8-11, the Office Action rejected certain claims under 35 U.S.C. § 103. Applicant disagrees with the rationale applied in the rejections; however, to expedite prosecution and focus the issues in the case, Applicant has canceled all such claims herein. Therefore, the rejections under § 103 are moot.

4. The Art that is Cited But Not Relied Upon Does Not Support a Rejection

At pp. 14-15, the Office Action cites certain other references but does not rely upon them. These references do not disclose the claimed invention in whole or in part, and cannot support a rejection under any provision of the statute.

5. Conclusions

The claims have been amended to place all pending claims in condition for allowance. The cited references do not support a rejection for anticipation under 35 U.S.C. § 102. The rationale expressed in the Office Action reads into Amberden specific claim steps, elements and limitations that are not present in Amberden in any fair reading of the reference. For all these reasons, all pending claims should be allowed.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

No extension fee is believed to be due. However, to the extent necessary, Applicants petition for an extension of time under 37 C.F.R. § 1.136. The Commissioner is authorized to charge any fee that may be due in relation to this application to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP



Christopher J. Palermo, Reg. No. 42,056

Dated: October 13, 2004

1600 Willow Street
San Jose, California 95125-5106
Telephone No.: (408) 414-1213
Facsimile No.: (408) 414-1076